



Marcia Mayeda
Director

County of Los Angeles
Department of Animal Care and Control
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September 18, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

65 September 18, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZE THE DIRECTOR OF THE DEPARTMENT OF ANIMAL CARE AND CONTROL TO EXECUTE A MOU WITH THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS;
AUTHORIZE ACCEPTANCE OF GRANT FUNDS TO SUPPORT ANIMAL ADOPTION EFFORTS (ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Authorize the Director of the Department of Animal Care and Control to execute a MOU with the American Society for the Prevention of Cruelty to Animals (ASPCA) and to accept grant funds from the ASPCA to support dog adoption efforts.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of Animal Care and Control to execute a Memorandum of Understanding with the ASPCA.
2. Accept grant funds in the amount of \$50 per dog from the ASPCA's transport program. An estimated 50 dogs per month will be adopted through this program.
3. Accept the donation of a one-year gratis lease valued at approximately \$4,800 on a Subaru vehicle from a partnership between the ASPCA and Subaru of America.
4. Instruct the Executive Officer, Board of Supervisors, to prepare and send a letter to the ASPCA expressing the Board's appreciation for their generous donation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The ASPCA has committed to partner with local animal care and control agencies and other organizations to promote adoption of shelter animals. Through the ASPCA's Carroll Petrie Foundation Dog Rescue Project, the ASPCA will provide grant funding in the amount of \$50 per dog for every dog that is adopted through a dog transfer program. In this program, the County of Los Angeles (County) will transfer adoptable dogs from the Downey Animal Care Center to the Mission Viejo Animal Services Department, which has the space and demand for adoptable dogs. By transferring the dogs to their facility, the Department of Animal Care and Control (Department) will increase adoption rates and reduce euthanasia of adoptable dogs. Other receiving shelters may be added if available.

The donation of the vehicle will assist the Department in the transportation of animals to and from off-site adoption events sponsored through the Department's Baldwin Park Animal Care Center.

Implementation of Strategic Plan Goals

The acceptance of grant funds to implement the adoption program will support the organizational goal of operational effectiveness by enhancing the delivery of customer-oriented services designed to provide additional adoption opportunities for animals in the care of the Department.

FISCAL IMPACT/FINANCING

There will be no financial impact to the Department. The ASPCA will provide \$50 for each dog transferred to the eligible receiving shelters. Funds received from the ASPCA will be used to offset the cost of preparing and transporting the dogs for adoption.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 25355 permits the County to accept donations or other gifts for a specific County purpose. Section 2.4.2 of the County Fiscal Manual authorizes County departments to accept donations in excess of \$10,000 with Board approval. Although the grant funds will be issued incrementally, your Board's approval is being sought in the event the total grant reimbursement exceeds \$10,000.

The enclosed Memorandum of Understanding has been approved as to form by County Counsel.

The ASPCA is a registered 501(c)3 nonprofit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The opportunity to showcase and enhance adoption opportunities for adoptable animals is a mission-critical function of the Department, and the ASPCA's Carroll Petrie Foundation Dog Rescue Project will lead to the placement of shelter dogs in permanent and caring households. To the extent this program results in an increased turnover of dogs through adoption placement, an accompanying decrease in the daily population at the Downey Animal Care Center would be realized.

CONCLUSION

Upon approval, the Department will provide your Board with a status report of this program after the completion of the initial six-month adoption placement program.

Please return one adopted copy of this letter to the Department of Animal Care and Control.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M Mayeda", is centered on a light yellow rectangular background.

MARCIA MAYEDA

Director

MM:in

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

Memorandum of Understanding between
The American Society for the Prevention of Cruelty to Animals and
County of Los Angeles Department of Animal Care and Control

This Memorandum of Understanding (the “MOU”) is made as of the _____ day of August, 2012 (the “Effective Date”), by and between The American Society for the Prevention of Cruelty to Animals, a New York not-for-profit corporation with offices at 424 East 92nd Street, New York, New York 10128 (“ASPCA”), and County of Los Angeles Department of Animal Care and Control, a California municipal entity with offices at 5898 Cherry Avenue, Long Beach, CA 90805 (“Source Shelter”) (collectively, the “Parties”).

A. Purpose

The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the “ASPCA Mission”), and the Source Shelter is an organization whose mission is to promote and protect public safety and animal care through sheltering, pet placement programs, education and animal law enforcement.

The Source Shelter wishes to transfer certain dogs (the “Dogs,” and each a “Dog”) from the Source Shelter to a new location, as described herein, to increase the chances that such Dogs will be adopted, and the ASPCA wishes to help Source Shelter to increase the number of live exits from Source Shelter.

As described in this MOU, the Source Shelter may utilize the ASPCA grant process to facilitate such transfers of Dogs as part of The Carroll Petrie Foundation Dog Rescue Project (the “Project”), which is designed to increase the number of canine lives saved through relocation.

This MOU governs any grant from the ASPCA to Source Shelter related to the Project and provides the framework for cooperation and communication between the ASPCA and the Source Shelter as part of the Project.

B. ASPCA Grant

1. Source Shelter will apply for an initial grant from the ASPA by visiting http://www.GrantRequest.com/SID_900?SA=SNA&FID=35180.

Source Shelter must only be approved by the ASPCA Grants Department once per twelve-month period.

2. If Source Shelter's grant application is declined, this MOU will be void.
3. Upon formal approval by the ASPCA Grants Department, and subject to the provisions of this MOU, the ASPCA shall provide \$50 to the Source Shelter for each dog that the Source Shelter "Rescues" (as defined below) in excess of the number of dogs Rescued during the same month of the prior year. A Dog will be considered "Rescued" by Source Shelter for purposes of this MOU when Source Shelter: a) transfers a dog to a rescue group, b) transfers a dog to another shelter, c) transfers a dog to foster care and adopted through a "Foster Ambassador" program, or d) transfers a dog to a permanent off-site location and is adopted.. Receiving organizations and/or individuals can be local, regional, or located out-of-state.
4. Upon initial approval, grant payments will be made within six weeks of the Source Shelter submitting its monthly report, as described herein. The initial grant may be made, in the sole discretion of the ASPCA, based upon Source Shelter's estimated number of Dogs to be Rescued during the first month or on a reimbursement basis based on the first monthly report submitted in accordance with Section E(1).
5. Source Shelter acknowledges and agrees that all grant monies received by Source Shelter from the ASPCA shall be used exclusively for costs incurred directly in connection with the activities set forth in this MOU, and that failure to do so will result in Source Shelter having to return the Grant to the ASPCA within a reasonable time following the ASPCA's request to do so.
6. In addition to the reporting required in Section E, Source Shelter will provide the following information relating to this MOU ("Grant Requirements") within one year of the date of approval of the first grant:
 - Grant Recognition
 - Press Information
 - Photographs
 - Final Report
 - Financial Report

An explanation of these requirements can be found at <http://www.aspcapro.org/grant-reporting-requirements.php>. Grant Requirements will be published to your online grant account at this link: https://www.grantrequest.com/SID_900/Default.asp

7. Source Shelter is required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and Source Shelter. The ASPCA will provide Source Shelter with reasonable notice of any such request unless otherwise mutually agreed upon.
8. Source Shelter will keep accurate books and records with respect to any Grant in accordance with generally accepted accounting principles and business practices. Source Shelter will maintain its books and records in such a manner that the receipts, if any, and expenditures of any Grant funds will be shown separately on such books and records in any easily checked form. Source Shelter will keep records of receipts, if any, and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of Source Shelter's acceptance of the Grant through such period.

C. The Carroll Petrie Foundation Dog Rescue Project

1. The Source Shelter acknowledges and agrees that this MOU is made possible due to a generous grant from The Carroll Petrie Foundation, and that when the funds from such grant are exhausted, the ASPCA may no longer provide grants pursuant to this MOU, even if additional Dogs are Rescued. The ASPCA shall use its best efforts to notify the Source Shelter if such funds are nearing depletion.
2. The Source Shelter must not permit any Dog to be used for any improper purpose whatsoever, including for any experimental purpose. The Source Shelter must also make reasonable efforts to collaborate with its receiving organizations to ensure they are not euthanizing animals to make room for the transferred Dogs, nor keeping the Dogs or any other animals in an unsafe, unsanitary, or inhumane fashion.
3. The Source Shelter must ensure that any Dogs are transported in a safe, humane and legal manner.
4. The ASPCA will contact receiving organizations or foster care providers identified in the report(s) submitted by Source Shelter in accordance with Section E(1) to obtain data on the transferred Dog(s) and to document adoption stories, which it

may use for any purpose in accordance with the ASPCA Mission, including fundraising purposes. Upon the consent of the receiving organization, the ASPCA will share those stories with Source Shelter for its use.

D. **The Plan for moving dogs:** Source Shelter estimates that it shall move dogs as follows:

1. **Expected numbers:** Source Shelter anticipates that fifty (50) Dogs will be relocated per month throughout the Project.

2. **How the dogs will be moved:**

i. Source Shelter will increase the number of canine lives saved using these methods (i.e. transfer to rescue, transfer to shelter, foster adoption ambassador, transfer to off-site adoption locations):

Transfer to other shelters

ii. Source Shelter plans to use the following methods to transport Dogs: (i.e. via vehicle, air, etc.)

Vehicles

iii. Grants will be used specifically to (i.e. fund transport, fund spay/neuter, fund vaccinations, or given to receiving shelter):

iv. Fund the preparation and cost for providing the animals for adoption at a receiving shelter

3. **Where:** Location of destination rescue group or shelter: The Source Shelter anticipates relocating animals to (but not limited to) the following agencies (org name, city and state):

Mission Viejo Animal Services

E. Reporting

1. The Source Shelter shall submit regular, monthly reports in the form provided by ASPCA and attached hereto as Exhibit A by the 10th day of the following month. Submitted forms must be completed in their entirety. Prior to the start of Source Shelter's participation with the Project, the Source Shelter shall also submit baseline shelter data for each month for the same time period of this MOU for the prior year (i.e. if the MOU is effective from January 2013 through December 2013, Source Shelter should submit monthly shelter data from January 2012 through December 2012).
2. The Source Shelter shall obtain a minimum of 5% outcome data per receiver on the dogs relocated and report such data to the ASPCA. For example, if source shelter places 100 animals with one receiver, they will need outcome data on a minimum of 5 of those animals. Outcome data shall include, at a minimum, all information listed in Exhibit A.
3. The Source Shelter shall provide a minimum of 1 "happy endings" story per month about a dog affected by this project and submit such story to the ASPCA. The submission shall be one to two paragraphs long explaining why it is a "happy ending". It should contain: 1) one picture/video at the Source, Destination shelter or with adopter, if possible; and 2) contact information of person at destination or of the adopter for ASPCA phone interview. Any such submissions shall become the joint property of Source Shelter and the ASPCA, and the ASPCA may use such submissions for any purpose in furtherance of the ASPCA Mission, including for fundraising purposes.
4. Organizations that fail to submit required documentation in a timely manner will jeopardize future grants and/or grant payments.

F. Key Contacts

1. The Source Shelter shall communicate with directly with their main ASPCA contact (the "ASPCA Key Contact"). Contact information (which is subject to change) for the ASPCA Key Contacts includes:

Austin Gates, Director, Animal Relocation, ASPCA
Office: 989-539-2334 Cell: 917-848-6663

Kelli Harmon, Manager, Animal Relocation, ASPCA
Office: 818-457-4809 Cell: 646-895-1491

Lea Lucky, Manager, Animal Relocation, ASPCA
Office: 360-399-1285 Cell: 646-285-7732

2. Source Shelter Key Contacts:

Primary Contact

Name: Eileen Hill
Title: Lieutenant
Day Phone: (562) 658-2009 Night Phone: (562) 940-6898
Fax: (562) 861-9240 E-mail: ehill@animalcare.lacounty.gov

Representative in charge of submitting monthly data

Name: Eileen Hill
Title: Lieutenant
Day Phone: (562) 658-2009 Night Phone: (562) 940-6898
Fax: (562) 861-9240 E-mail: ehill@animalcare.lacounty.gov

Second Alternative Representative in charge of submitting monthly data

Name: John Embery
Title: Manager
Day Phone: (562) 401-2882 Night Phone: (562) 940-6898
Fax: (562) 861-9240 E-mail: jembery@animalcare.lacounty.gov

"Happy Endings" contact

Name: Aaron Reyes
Title: Deputy Director

Day Phone: 909.636.6119 Night Phone: N/A

Fax: N/A E-mail: AReyes@animalcare.lacounty.gov

G. Publication

1. Any and all references to the Project, including but not limited to all such references in any announcements, press releases, advertisements, publications and other printed and electronic materials that refer to the Project, shall refer to the Project as "The Carroll Petrie Foundation Dog Rescue Project."
2. An initial joint press release will be created at the onset of the Source Shelter's participation in the Project. Source Shelter hereby grants to the ASPCA a license to use Source Shelter's name and trademarks on materials directly related to the activities of the Project and/or the Grant.
3. The Source Shelter shall use reasonable efforts to promote the Project through all available means and shall make every effort to keep the public informed of their cooperative efforts, including but not limited to press releases and social media outlets.
4. In consideration of any grants, Source Shelter shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA and The Carroll Petrie Foundation Dog Rescue Project in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. Source Shelter shall submit the Project Materials for prior review and approval by the ASPCA Key Contact (defined below) prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Source Shelter without the prior written approval of the ASPCA Key Contact. The ASPCA hereby grants to the Source Shelter a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Source Shelter to remove all references to the ASPCA's involvement if the ASPCA determines that the Source Shelter is not fulfilling its obligations under this MOU or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Two jpegs of the ASPCA logo are embedded below for cut-and-paste use on Source Shelter's website or other collateral. Instructions regarding links to the ASPCA's website can be found at this URL: www.asPCA.org/about-us/legal-information/link-to-us.html. Link banners can be found via this URL: <http://www.asPCA.org/about-us/free-asPCA-stuff/free-link-banners.html>. For technical assistance regarding recognition of your Grant, please contact press@asPCA.org.



H. **Miscellaneous**

1. Both the ASPCA and the Source Shelter are separate and independent entities. Except as otherwise set forth in this MOU, each Party shall be responsible for its own costs in performing the activities described in this MOU. No reimbursement for expenses will be made except through the grant process as described herein.
2. This MOU is non-exclusive. Both the ASPCA and the Source Shelter reserve the right to form similar agreements with other organizations.
3. No Party to this MOU shall hold the other Party liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inaction of the other, so long as the other Party did not act with gross negligence and/or intentional misconduct. The Source Shelter shall not attempt to hold the ASPCA responsible for any illness or injury to the Animal(s), nor for any damages which the Animal(s) may cause to any person or property.
4. The ASPCA shall indemnify, defend and hold harmless the County of Los Angeles (Source Shelter), its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands,

- claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the ASPCA's acts and/or omissions arising from and/or relating to this MOU. The Source Shelter shall defend, hold harmless and indemnify the ASPCA and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by the Source Shelter pursuant to this MOU.
5. Both the Source Shelter and the ASPCA agree to comply with all state, federal and local laws and ordinances applicable to this MOU and to the care of the Animal(s).
 6. Nothing in this MOU shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between the ASPCA and the Source Shelter. Nothing in this MOU shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

I. Termination

1. Termination at Will: This MOU shall begin on the Effective Date and shall remain in effect until the first anniversary of the Effective Date . This MOU may be terminated, without penalty, by written notification of either Party at any time.
2. Termination for Cause: The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion any situation below has been corrected or (ii) declare the Grant terminated in any of the following circumstances:
 - i. If, as the result of the consideration of reports and information submitted to it by Source Shelter or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA Mission (or that the Project is not being executed in substantial compliance with the proposal (or work plan as revised) or that Source Shelter is incapable of satisfactorily completing the work of the Project;
 - ii. In the case of any violation by Source Shelter of the terms and conditions of this MOU;
 - iii. In the event of any change in, or challenge by the Internal Revenue Service to, Source Shelter's status as a 501(c)(3) tax-exempt

organization if Source Shelter held such status at the time of the approval of its grant application or, in the case of a municipal animal control facility, in the event that such organization ceases to provide animal control services.;

- iv. If it is revealed that, during the term of this MOU, Source Shelter is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission;
 - v. if all Project funds are exhausted, as described in Section C(1) of this Agreement.
- 3. Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.
 - 4. If the ASPCA terminates this MOU, it shall so notify the Source Shelter, and Source Shelter shall, if so requested by the ASPCA, promptly refund and pay back to the ASPCA any unexpended balance of the grant funds in the Source Shelter's hands or under its control.

Agreed to this _____ day of August, 2012, by:

*Pam Burney, Vice President
Community Initiatives*

For the ASPCA

*Marcia Mayeda
Director*

*For County of Los Angeles Department of
Animal Care and Control*

EXHIBIT A—MONTHLY REPORTING FORM

[illegible]

EXHIBIT B—AUTHORIZED REPRESENTATIVES

**ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

Address: 424 East 92nd Street, New York, NY 10128

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Sandra Monterose

Title: Senior Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 203-910-5340

Address: 520 8th Avenue, NY, NY 10018

First Alternate Representative

Name: Austin Gates

Title: Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 917-848-6663

Address: PO Box 646, Harrison, MI 48625